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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

) Chapter 11

)
ARMSTRONG WORLD INDUSTRIES,
INC., et al.,

) Case No. 00-4471 (JKF)
) (Jointly Administered)

SDMS DocID

252318

)
Debtors.

) Re: Docket Nos. 8082, 8176 & 8179



CERTIFICATION OF COUNSEL

On April 8, 2005, Armstrong World Industries, Inc. ("AWI"), one of the above-captioned debtors and debtors in possession, and the United States on behalf of the Environmental Protection Agency (the "EPA") filed their *Joint Motion for Order (I) Approving Settlement Agreement Between Armstrong World Industries, Inc. and the United States Environmental Protection Agency and (II) Approving the Assumption of the Malvern Consent Decree Agreements* [Docket No. 8082] (the "Joint Motion") with the United States Bankruptcy Court for the District of Delaware. AWI received objections to the Joint Motion from Liberty Mutual Insurance Company ("Liberty") [Docket No. 8176] (the "Liberty Objection") and Travelers Indemnity Company and Travelers Casualty and Surety Company (collectively, "Travelers") [Docket No. 8179] (the "Travelers Objection," and together with the Liberty Objection, the "Objections").

On May 6, 2005, Liberty served its "First Request for Production of Documents to Armstrong World Industries, Inc." and on May 19, 2005, Travelers served its "Request for Production of Documents to Armstrong World Industries, Inc. and the United States Environmental Protection Agency in connection with the Joint Motion (the "Document Requests"). AWI is advised that other discovery requests by Liberty and/or Travelers may follow

The Document Requests seek certain documents that AWI and/or the EPA view as containing confidential information, including, but not limited to, settlement communications between AWI and the EPA. Other future discovery requests may also seek such confidential information. Accordingly, AWI and the EPA seek the entry of a Stipulated Confidentiality Order, a copy of which is annexed hereto as Exhibit A (the "Confidentiality Order"), in order to protect the confidentiality of documents and information provided to Liberty and/or Travelers, either in response to discovery requests or in the course of discussions to amicably resolve the Objections.

The Confidentiality Order has been reviewed and agreed to by AWI, EPA, Travelers and Liberty. Accordingly, AWI respectfully requests that the Confidentiality Order, substantially in the form annexed hereto as Exhibit A, be entered at the earliest convenience of the Court.

Dated: June 14, 2005
Wilmington, Delaware



Mark D. Collins (No. 2981)
Rebecca L. Booth (No. 4031)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
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Wilmington, Delaware 19899
(302) 651-7700

-and-

Stephen Karotkin
Debra A. Dandeneau
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
(212) 310-8000

ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X		
<i>In re</i>	:	Chapter 11 Case No.
	:	
ARMSTRONG WORLD INDUSTRIES,	:	00-4471 (JKF)
INC., <i>et al.</i> ,	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	
	:	
-----X		

**STIPULATION AND ORDER WITH RESPECT TO
THE CONFIDENTIALITY OF DOCUMENTS PRODUCED
IN CONNECTION WITH THE JOINT MOTION FOR AN ORDER
APPROVING SETTLEMENT AGREEMENT BETWEEN
ARMSTRONG WORLD INDUSTRIES, INC. AND THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY**

WHEREAS, On December 6, 2000 (the "Commencement Date"), Armstrong World Industries, Inc. ("AWI") commenced a case under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which case is pending as Case No. 00-4471 (JKF). Since the Commencement Date, AWI has continued to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, no trustee or examiner has been appointed in the Chapter 11 Case. On or about December 15, 2000, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed the Official Committee of Unsecured Creditors (the "Unsecured Creditors' Committee") and the Official Committee of Asbestos Claimants (the "Asbestos PI Claimants' Committee"). On or about July 19, 2001, the U.S. Trustee appointed the Official Committee of Asbestos Property Damage Claimants (the "Asbestos Property Damage Claimants'

NOW, THEREFORE, it is hereby stipulated and agreed by and among AWI, the United States, Liberty and Travelers (each a “Party” and collectively, the “Parties”) as follows:

1. Designation of Discovery Material as “Confidential”. As used herein, the term “Confidential Discovery Material” means any material, whether produced in formal discovery or in the course of discussions among the Parties to amicably resolve the Objections, designated “Confidential” by the producing Party, within the scope of subject matter covered in paragraph 2 below. Confidential Discovery Material shall also mean all documents that reveal or disclose information contained in documents designated as confidential, including deposition transcripts so designated in accordance with paragraph 3 of this Stipulated Confidentiality Order, extracts or summaries of confidential documents, or other papers served in connection with the EPA Settlement Agreement. In designating information as confidential, the producing Party will make such designation only as to that information that the producing Party in good faith believes contains confidential information entitled to protection in conformity with the standards of Fed. R. Civ. P. 26(c). Any Confidential Discovery Material that reaches the public domain through the actions of or with the approval of the Party that owns such material shall cease to be Confidential Discovery Material without further action by the Parties hereto.

2. Scope of this Stipulated Confidentiality Order. This Stipulated Confidentiality Order shall apply to any Confidential Discovery Material related to the EPA Settlement Agreement and/or matters covered thereby.

3. Manner of Designating Confidentiality Discovery Material. Documents or other materials: by stamping the legend “Confidential: Subject to Order in In re Armstrong World Industries” to the first page of any document containing any Confidential Discovery

Material. The legend "Confidential" does not need to be affixed to an original document to maintain the designation of such document as "Confidential" under this Stipulated Confidentiality Order. Depositions or other pretrial testimony: (i) by a statement on the record, by counsel, at the time of such disclosure; or (ii) by written notice, sent by counsel to all parties, within ten (10) business days after the receipt of a copy of the transcript. Until expiration of the ten (10) business day period, all such discovery materials shall be deemed "Confidential" and treated as if so designated. In addition, the portion of any deposition in which documents designated as containing Confidential Discovery Material are marked as exhibits or shown to the deponent or otherwise used shall be considered confidential and subject to the provisions of this Stipulated Confidentiality Order to the extent that such portion of the transcript contains Confidential Discovery Material.

4. Consultation between AWI and the United States. AWI and the United States shall confer with each other prior to either of them providing documents to Liberty or Travelers that were exchanged between them in the course of settlement discussions and that: (a) contain communications between them with respect to the terms of settlement; (b) contain non-public information with respect to any of the sites covered by the EPA Settlement Agreement; or (c) contain non-public information with respect to AWI's or any other party's potential liability under CERCLA at any of the sites covered by the EPA Settlement Agreement. To the extent that either AWI or the United States decide that any such document should be designated as Confidential Discovery Material, such documents will be so designated. If either AWI or the United States makes no request of the other to treat a document as confidential within one week of such other party advising it of its intention to produce such document, the other party may elect not to treat such document as confidential.

5. Disclosure of Confidential Discovery Material. Confidential Discovery Material may be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part *only* to the following persons, and *only* to the extent reasonably necessary to understand and help resolve any issues relating to the EPA Settlement Agreement:

- (a) inside or outside counsel to the Parties to this Stipulated Confidentiality Order, or attorneys, clerical, paralegal and secretarial staff regularly employed by such counsel;
- (b) directors, officers, and employees of the Parties,
- (c) trial or deposition witnesses and their counsel, during the course of or in preparation for depositions or testimony in connection with these Objections;
- (d) any person who is identified as the author or recipient of a document designated as Confidential Discovery Material;
- (e) reinsurers of Liberty and Travelers, or auditors of Liberty, Travelers or AWI;
- (f) experts or consultants (including their employees, associates, support staff, and other persons retained by them for assistance) specifically retained by the Parties for purposes relating to the evaluation of the EPA Settlement Agreement;
- (g) the Court, persons employed by the Court or stenographers transcribing the testimony or argument at a hearing, trial or deposition in connection with the resolution of the Joint Motion or any appeal therefrom; or
- (h) any other person only upon order of the Court or with the written consent of the producing Party.

6. Prohibited Disclosures of Confidential Discovery Material. Discovery Material designated "Confidential" may not be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part in any way to any third party not a signatory to this Stipulated Confidentiality Order except as specified in paragraph 5 above and paragraph 7 below. Liberty and Travelers represent and warrant that: (i) Confidential Discovery Material will be used only in connection with issues relating to AWI's involvement at

the Liquidated Sites identified in the EPA Settlement Agreement; and (ii) Confidential Discovery Material will not be communicated in any way to any other "Potentially Responsible Party" (as that term is understood under CERCLA) at those Liquidated Sites, whether or not that Potentially Responsible Party is an insured of Liberty or Travelers.

7. Agreement to Be Bound By Stipulated Confidentiality Order of Confidentiality. Prior to disclosure of Confidential Discovery Material pursuant to paragraph 5 above, each person to whom disclosure is made, except those identified in subparagraphs (a) through (d) of paragraph 5 above, shall be informed by the disclosing party of the existence and provisions of this Stipulated Confidentiality Order. Any person identified in subparagraphs (e), (f) or (h) of paragraph 5 to whom disclosure is made shall agree to be bound by the terms stated in this Stipulated Confidentiality Order by executing a confidentiality agreement substantially in the form of Exhibit A. The original of each such signed confidentiality agreement shall be obtained and retained by counsel of record for the Party who was responsible for permitting access to the Confidential Discovery Material. A copy of each such signed confidentiality agreement shall be provided to counsel for the producing Party and the original of each such signed confidentiality agreement shall be made available for inspection by the producing Party upon request. To the extent that a reinsurer (or agent thereof) of Liberty or Travelers demands access to Confidential Discovery Material under the terms of its reinsurance contract with Liberty or Travelers, but refuses to sign a confidentiality agreement substantially in the form of Exhibit A, then Liberty or Travelers, as the case may be, shall notify AWI and the United States of these facts at least thirty (30) days prior to providing such Confidential Discovery Material to such reinsurer (or agent thereof), and AWI and/or the United States may seek an order from this

Court restraining Liberty or Travelers from providing such Confidential Discovery Material to such reinsurer (or agent thereof).

8. Objection to Designation of Discovery Material As "Confidential". A party shall not be obligated to challenge the propriety of a confidentiality designation at the time made, and failure to do so shall not preclude a subsequent challenge to such designation. If any party objects to the designation of any Discovery Material as "Confidential," the party shall state the objection by letter to counsel for the producing Party. If the objecting party and the producing Party are then unable to resolve the objection after a good faith effort to do so, the objecting party may move the Court to do so. Until the Court rules on any such motion, the Discovery Material shall continue to be deemed "Confidential" under the terms of this Stipulated Confidentiality Order.

9. Inadvertent Disclosure of Confidential Information. The inadvertent or unintentional disclosure of confidential information by any party hereto, regardless of whether the information was so designated at the time of disclosure, shall not be deemed a waiver in whole or in part of a party's claim of confidentiality, either as to the specific information disclosed or as to any other information relating thereto on the same or related subject matter.

10. Filing Confidential Discovery Material With The Court. If any party files Confidential Discovery Material with the Court, including documents that reveal, disclose or summarize information contained in documents designated as "Confidential", the Confidential Discovery Material shall be filed under seal without the need of further Court Order. The Confidential Discovery Material shall be filed in sealed envelopes on which shall be endorsed the titles of this case and the name of the Joint Motion as the relevant contested matter, a brief

indication of the nature of the contents of the sealed envelope, the word "CONFIDENTIAL," and a statement substantially in the following form:

THIS ENVELOPE CONTAINS DOCUMENTS OR PAPERS THAT HAVE BEEN DESIGNATED AS CONFIDENTIAL OR THAT CONTAIN CONFIDENTIAL DISCOVERY MATERIAL AND THAT ARE UNDER THE PROTECTION OF A COURT ORDER. THE DOCUMENTS OR THEIR CONTENTS MAY NOT BE DIVULGED OR DISCLOSED WITHOUT PRIOR ORDER OF THIS COURT.

All such Confidential Discovery Material shall be kept separate and excluded from the public record, but shall be part of the record considered by the Court on the issue or issues to which they may be relevant. Any filing with the Court containing Confidential Discovery Material, including documents that reveal, disclose or summarize information contained in documents designated as "Confidential", shall not be filed electronically. Instead, a party shall electronically file a notice of service containing the title of the document that has been filed under seal and the notice of service shall indicate that the document was filed under seal pursuant to this Stipulated Confidentiality Order.

11. Confidential Status Retained. In the event that any Confidential Discovery Material is used in any court proceeding with respect to the Joint Motion, that Confidential Discovery Material shall keep its status as Confidential Discovery Material. Counsel shall confer on such procedures as are necessary to protect the confidentiality of any documents, information and transcripts used in the course of any court proceedings.

12. Response to Subpoena or Other Legal Process. If any person receiving documents covered by this Stipulated Confidentiality Order is served with a subpoena, request for production of documents, or other similar legal process in another proceeding (including any proceeding before any other court, regulatory agency, law enforcement or administrative body)

seeking Confidential Discovery Material, that person shall give timely notice to the producing Party in order to provide the producing Party with a reasonable opportunity to assert any objection to the requested production. If the producing Party objects to the production, the producing Party's Confidential Discovery Material shall not be produced except pursuant to a court order (or other order which subjects the party to penalties for noncompliance) requiring compliance with the subpoena, request for production, or other legal process. The producing Party shall be solely responsible for asserting any objection to the requested production, and nothing herein shall be construed as requiring a party or anyone else covered by this Stipulated Confidentiality Order to challenge or appeal any such order requiring production of Confidential Discovery Material covered by this Stipulated Confidentiality Order, or to subject itself to any penalties for noncompliance with any such Order, or to seek any relief from this Court.

13. Return or Destruction of Confidential Discovery Material. Within ninety days after the Court's ruling on the Joint Motion becomes final and nonappealable or immediately upon the withdrawal or stipulated settlement of the Objections and Document Requests, all Parties and persons covered by paragraph 5 above having received Confidential Discovery Material shall either return such material and all copies thereof (including summaries and excerpts) to counsel for the producing Party or destroy all such Confidential Discovery Material and certify that fact, except to the extent that a Party is required to retain such documents pursuant to applicable statute(s), regulation(s) and/or court order(s). In the event a Party is required by law or by regulation to retain a copy of Confidential Discovery Material, that Party shall notify the other Parties hereto of that fact and identify the documents it is required to retain. Counsel for the Parties shall be entitled to retain court papers, deposition and trial transcripts and attorney work product provided that such counsel, and employees of such

counsel, shall not disclose such court papers or attorney work product to any person except pursuant to court order or agreement with the party that produced the Confidential Discovery Material. All materials returned to the Parties or their counsel by the Court likewise shall be disposed of in accordance with this paragraph. AWI agrees to maintain a set of all Confidential Discovery Material returned to it by any other Party under this paragraph 13 until such time as it has resolved with Liberty and Travelers all issues relating to any insurance coverage claims it may have against them with respect to the sites addressed by the EPA Settlement Agreement, and Liberty and Travelers have notified AWI that reinsurance issues, if any, have been resolved.

14. Use of Own Confidential Discovery. Except as provided in paragraph 4 above, (a) nothing herein shall limit a Party's use or disclosure of its own Confidential Discovery Material; and (b) nothing herein shall limit the use or disclosure by a Party of documents, materials or information lawfully obtained by such Party independent of the discovery proceedings in connection with this Stipulated Confidentiality Order.

15. Notice. Communications by one Party to another required or undertaken pursuant to this Stipulated Confidentiality Order should be made to the following representatives of the Parties:

(a) To AWI:

David B. Hird
Weil, Gotshal & Manges LLP
1501 K Street, N.W.
Washington, D.C. 20005
Phone: 202-682-7175
Fax: 202-857-0939
E-mail: david.hird@weil.com

(b) To the United States:

David Street
Senior Trial Attorney
U.S. Department of Justice
Environmental Enforcement Section
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611
Phone: 202-514-5471
Fax: 202-616-6583
E-mail: david.street@usdoj.gov

Donald Frankel
Trial Attorney
Environmental Enforcement Section
U.S. Department of Justice
One Gateway Center, Suite 616
Newton, MA 02458
Phone: 617-450-0442
Fax: 617-450-0448
E-mail: donald.frankel@usdoj.gov

(c) To Liberty:

Philip A. O'Connell, Jr.
Sonnenschein Nath & Rosenthal LLP
155 Federal Street, 17th Floor
Boston, MA 02110
Phone: 617-574-4701
Fax: 617-574-4744
E-mail: poconnelljr@sonnenschein.com

(d) To Travelers:

Elisa Alcabes
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
phone: 212-455-3133
fax: 212-455-2502
E-mail: ealcabes@stblaw.com

16. No Prejudice. Neither this Stipulated Confidentiality Order nor the disclosure of any Confidential Discovery Material pursuant to this Order shall prejudice any

rights which any Party may have that any document should not be produced in discovery relating to the Joint Motion, or that discovery should not be had from the United States in connection with the Joint Motion. Neither this Stipulated Confidentiality Order nor the disclosure of any Confidential Discovery Material pursuant to this Order shall operate to waive any claim of privilege which any Party may otherwise have with respect to any document or information, or to require a Party to produce privileged documents or information to any other Party.

17. Headings. The headings set forth in the numbered paragraphs of this Stipulated Confidentiality Order are for convenience only, and shall not be used to expand, limit, or interpret the substantive terms of this Stipulated Confidentiality Order.

18. Stipulated Confidentiality Order Effective Immediately. The Parties agree to be bound by the terms of this Stipulated Confidentiality Order pending its entry by the Court, and any violation of its terms shall be subject to the same sanctions and penalties, as if this Stipulated Confidentiality Order had been entered by the Court.

19. Continuing Effect of Stipulated Confidentiality Order. The Parties agree that until this Stipulated Confidentiality Order is amended or superseded, all Parties and non-party witnesses shall follow the procedures set forth below with respect to certain documents or testimony provided or exchanged in connection with the EPA Settlement Agreement. The provisions of this Stipulated Confidentiality Order shall, absent written permission of the producing Party or further order of the Court, continue to be binding throughout and after the conclusion of the proceeding relating to the Joint Motion.

SO STIPULATED:

ARMSTRONG WORLD INDUSTRIES, INC.

Date: June 13, 2005

By: David B. Hird
David B. Hird
Weil, Gotshal & Manges LLP
1501 K Street, N.W.
Washington, D.C. 20005

THE UNITED STATES OF AMERICA, on behalf of the U.S. Environmental Protection Agency

Date: _____

By: _____
David Street
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

LIBERTY MUTUAL INSURANCE COMPANY,

Date: _____

By: _____
Philip A. O'Connell, Jr.
Sonnenschein Nath & Rosenthal LLP
155 Federal Street, 17th Floor
Boston, MA 02110

TRAVELERS INDEMNITY COMPANY, and TRAVELERS CASUALTY AND SURETY COMPANY,

Date: _____

By: _____
Elisa Alcabes
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017

SO ORDERED this ____ day of _____ 2005:

THE HONORABLE JUDITH K. FITZGERALD
UNITED STATES BANKRUPTCY JUDGE

Date: _____

By: _____
David B. Hird
Weil, Gotshal & Manges LLP
1501 K Street, N.W.
Washington, D.C. 20005

THE UNITED STATES OF AMERICA, on behalf of the U.S. Environmental Protection Agency

Date: _____

By: David E. Street /s/
David E. Street
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

LIBERTY MUTUAL INSURANCE COMPANY,

Date: _____

By: _____
Philip A. O'Connell, Jr.
Sonnenschein Nath & Rosenthal LLP
155 Federal Street, 17th Floor
Boston, MA 02110

TRAVELERS INDEMNITY COMPANY, and TRAVELERS CASUALTY AND SURETY
COMPANY,

Date: _____

By: _____
Elisa Alcabes
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017

SO ORDERED this ____ day of _____ 2005:

THE HONORABLE JUDITH K. FITZGERALD
UNITED STATES BANKRUPTCY JUDGE

Date: _____

By: _____
David B. Hird
Weil, Gotshal & Manges LLP
1501 K Street, N.W.
Washington, D.C. 20005

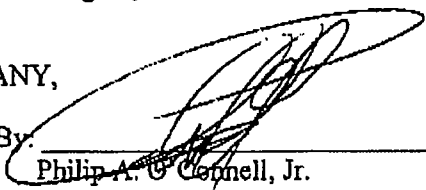
THE UNITED STATES OF AMERICA, on behalf of the U.S. Environmental Protection Agency

Date: _____

By: _____
David Street
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

LIBERTY MUTUAL INSURANCE COMPANY,

Date: June 14, 2005

By:  _____
Philip A. G. Connell, Jr.
Sonnenschein Nath & Rosenthal LLP
155 Federal Street, 17th Floor
Boston, MA 02110

TRAVELERS INDEMNITY COMPANY, and TRAVELERS CASUALTY AND SURETY COMPANY,

Date: _____

By: _____
Elisa Alcades
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017

SO ORDERED this ____ day of _____ 2005:

THE HONORABLE JUDITH K. FITZGERALD
UNITED STATES BANKRUPTCY JUDGE

Date: _____

By: _____

David B. Hird
Weil, Gotshal & Manges LLP
1501 K Street, N.W.
Washington, D.C. 20005

THE UNITED STATES OF AMERICA, on behalf of the U.S. Environmental Protection Agency

Date: _____

By: _____

David Street
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

LIBERTY MUTUAL INSURANCE COMPANY,

Date: _____

By: _____

Philip A. O'Connell, Jr.
Sonnenschein Nath & Rosenthal LLP
155 Federal Street, 17th Floor
Boston, MA 02110

TRAVELERS INDEMNITY COMPANY, and TRAVELERS CASUALTY AND SURETY COMPANY,

Date: June 13, 2005

By: Elisa Alcades

Elisa Alcades
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017

SO ORDERED this ____ day of _____ 2005:

THE HONORABLE JUDITH K. FITZGERALD
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

AGREEMENT TO BE BOUND BY STIPULATED CONFIDENTIALITY ORDER

1. I hereby certify my understanding that Discovery Material and "Confidential Discovery Material" are being provided to me pursuant to the terms and restrictions of the Stipulated Confidentiality Order entered by the United States Bankruptcy Court for the District of Delaware in the matters Armstrong World Industries, Inc., Case No. 00-4471 (JKF).

2. I have read the Stipulated Confidentiality Order and understand its terms.

3. I agree to be fully bound by the Stipulated Confidentiality Order, and I hereby submit to the jurisdiction of the United States Bankruptcy Court for the District of Delaware for purposed of enforcement of the Stipulated Confidentiality Order. I understand that violation of the Stipulated Confidentiality Order may be punishable by contempt of court.

DATE: _____


Signature: _____

Name (Printed): _____

Title & Company: _____

CERTIFICATE OF SERVICE

I, Rebecca L. Booth, hereby certify that on the 14th day of June, 2005, I caused copies of the foregoing **Stipulation and Order with Respect to the Confidentiality of Documents Produced in Connection with the Joint Motion for an Order Approving Settlement Agreement Between Armstrong World Industries, Inc. and the United States Environmental Protection Agency** to be served upon the Core Group (local) via hand delivery, Core Group (non-local) via first class mail and Special Service as indicated on the attached list:


Rebecca L. Booth (No. 4031)

**ARMSTRONG WORLD INDUSTRIES, INC.
SPECIAL SERVICE LIST 00-4471**

Via E-mail & First Class Mail

David B. Hird
Weil Gotshal & Manges LLP
1501 K Street, NW
Washington, D.C. 20005
david.hird@weil.com

David Street
Senior Attorney
Environmental Enforcement Section
Environmental and Natural Resources
Division
U.S. Department of Justice
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Elisa Alcabes
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